

**WILDE & ASSOCIATES**

Electronically Filed on \_\_\_\_\_

Gregory L. Wilde, Esq.

Nevada Bar No. 004417

208 South Jones Boulevard

Las Vegas, Nevada 89107

Telephone: 702 258-8200

[bk@wildelaw.com](mailto:bk@wildelaw.com)

Fax: 702 258-8787

and

MARK S. BOSCO, ESQ.

Arizona Bar No. 010167

TIFFANY & BOSCO, P.A.

2525 East Camelback Road, Suite 300

Phoenix, Arizona 85016

Telephone: (602) 255-6000

U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Mortgage Trust Series 2006-6 Home Equity Mortgage Pass-Through Certificates, Series 2006-6 09-75875

**UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEVADA**

In Re:

BK-09-23793-MKN

Donald Wayne Ezell

Date: 9/9/09

Time: 1:30pm

Chapter 7

Debtor.

**MOTION FOR RELIEF FROM AUTOMATIC STAY**

U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Mortgage Trust Series 2006-6 Home Equity Mortgage Pass-Through Certificates, Series 2006-6, Secured Creditor herein, ("Secured Creditor" or "Movant" hereinafter), alleges as follows:

1. That on or about July 31, 2009, the above named Debtors filed their current Chapter 13 Petition in Bankruptcy with the Court.

2. Secured Creditor is the current payee of a promissory note dated August 14, 2006 in the principal sum of \$51,360.00 ("Promissory Note" herein), secured by a Real Property Trust Deed of

1 same date ("Trust Deed" herein) upon property generally described as 333 Redondo St., Henderson,  
 2 NV 89014, and legally described as follows:

3 Lot TWENTY-ONE (21) in Block TEN (10) of PARK BRISAS Unit No. 1, as shown by Map  
 4 thereof on File in Book 31 of Plats, Page 62, in the Office of the County Recorder of Clark  
 County, Nevada.

5 ("subject property" herein).

6 3. Secured Creditor is informed and believes, and, based upon such information and belief,  
 7 alleges that title to the subject property is currently vested in the name of Debtor and that the Debtor is  
 8 in default of the loan obligations.

9 4. With respect to secured Creditor's trust deed the following is due and owing:

|  |                  |
|--|------------------|
| 10 Unpaid Principal Balance            | \$50,762.51      |
| 11 10 Monthly Payments at \$460.24     | \$ 4,602.40      |
| 12 (November 1, 2008 – August 1, 2009) |                  |
| 13 Accrued Late Charges                | \$ 69.03         |
| Other Fees                             | \$ 20.80         |
| 14 Motion Filing Fee                   | \$ 150.00        |
| Attorneys Fees                         | <u>\$ 750.00</u> |
| 15 Total Arrearages                    | \$ 5,592.23      |

16 Furthermore, a payment becomes due on September 1, 2009 and on the first (1<sup>st</sup>) day of every month  
 17 thereafter, and a late charge becomes due on any payment not paid within fifteen (15) days from the  
 18 date the monthly payment is due.

19 5. Movant is informed and believes and therefore alleges that the Debtor and bankruptcy  
 20 estate have insufficient equity in the property. The fair market value of the property pursuant to Debtor's  
 21 Schedule "A" is \$225,000.00, less ten percent (10%) cost of marketing, less the first and second secured  
 22 liens resulting in insufficient equity. Therefore, secured creditor is not adequately protected. A true and  
 23 correct copy of the Debtor's Schedule "A" is attached hereto as Exhibit "A".

24 6. Secured Creditor has elected to initiate foreclosure proceedings on the Property with  
 25 respect to the subject Trust Deed; however Secured Creditor is precluded from proceeding to publish  
 26 the necessary notices and commence said foreclosure action during the pendency of this Bankruptcy.

7. Secured Creditor has incurred to date attorney's fees of approximately \$750.00.

1           8.       Secured Creditor urges that this Court issue and Order herein permitting this Secured  
2 Creditor to proceed to a Foreclosure Sale of the Property, including necessary action to obtain  
3 possession of the Property.

4           9.       Secured Creditor's Information Sheet as to the extent of liens and encumbrances against  
5 the subject property is attached hereto as Exhibit "B" and incorporated herein by reference. Secured  
6 Creditor will seek leave of Court to specify any further encumbrances against the subject property at  
7 the time of hearing.

8           10.      Yvette Weinstein has been appointed by this Court the Chapter 13 Trustee in this instant  
9 Bankruptcy proceeding. By virtue of the position as Trustee of the estate of Debtor herein, Debtor  
10 holds title to the subject property in that capacity. To the extent the relief sought herein is granted,  
11 Respondent, Yvette Weinstein, Trustee, is bound any such judgment.

12           11.      This Court has jurisdiction of this action pursuant to the provisions of 11 U.S.C. Section  
13 362(d).

14           12.      Secured Creditor asserts that a foreclosure proceeding has not been initiated concerning  
15 the subject property. As a result, Secured Creditor asks the Court to waive the requirement of notifying  
16 other lienholders as detailed in Local Rule 4001 (a)(1). Such lienholders will be notified of a  
17 foreclosure proceeding if and when one is initiated.

18           WHEREFORE, Secured Creditor prays judgment as follows:

19           (1)      For an order granting relief from the Automatic Stay, and permitting this Secured  
20 Creditor to move ahead with foreclosure proceedings under this Secured Creditor's Trust Deed and to  
21 sell the subject property at a Foreclosure Sale under the terms of said Trust Deed, including necessary  
22 action to obtain possession of the Property.

23           (2)      For a finding that Rule 4001(a)(3) of the Rules of Federal Bankruptcy Procedure is not  
24 applicable and Secured Creditor may immediately enforce and implement the order for relief from the  
25 automatic stay.  
26

1 (3) In the alternative, an Order requiring the Debtor to reinstate and maintain all obligations  
2 due under all of the trust deeds encumbering the subject property and further allowing Secured Creditor  
3 with the remedies to proceed with foreclosure should the Debtor not maintain payments.

4 (4) For attorneys' fees and costs of suit incurred herein.

5 (5) For such other and further relief as this Court deems appropriate.

6 DATED 8/20/09

7 **WILDE & ASSOCIATES**

8 By

9 **GREGORY L. WILDE, ESQ.**

10 Attorney for Secured Creditor

11 208 South Jones Boulevard

12 Las Vegas, Nevada 89107  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26

Assessor's Parcel Number: 178-09-210-021

Party requesting recording and return:  
SMI-CREDIT SUISSE FINANCIAL  
ATTENTION: MAILSTOP - TD 127  
9700 BISSONNET, SUITE 1500  
HOUSTON, TX 77036

Mail Tax Statements To:  
DONALD W. EZELL  
333 REDONDO STREET  
HENDERSON, NEVADA 89014

FINANCIAL TITLE COMPANY  
hereby certifies this is a true  
and correct copy of the original

  
Authorized Signature

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_  
Loan No: 700387621 Data ID: 662  
Borrower: DONALD W. EZELL

## DEED OF TRUST

MIN: 100251207003876211

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19, and 20. Certain rules regarding the usage of words used in this document are also provided in Section 15.

(A) "Security Instrument" means this document, which is dated August 14, 2006, together with all Riders to this document.

(B) "Borrower" is DONALD W. EZELL, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY. Borrower is the trustor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is CREDIT SUISSE FINANCIAL CORPORATION. Lender is, A CORPORATION organized and existing under the laws of the State of DELAWARE. Lender's address is 302 CARNEGIE CENTER, PRINCETON, NEW JERSEY 08540.

(E) "Trustee" is FINANCIAL TITLE COMPANY.

### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 1 of 18 Pages)



P+0700387621+2685+01+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

(F) "Note" means the promissory note signed by Borrower and dated August 14, 2006. The Note states that Borrower owes Lender FIFTY-ONE THOUSAND THREE HUNDRED SIXTY and NO/100-----Dollars (U.S. \$ 51,360.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than September 1, 2021.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower:  
N/A

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments, and other charges that are imposed on Borrower or the Property by a condominium association, homeowners' association, or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, that is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes without limitation point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

**NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)**

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 2 of 18 Pages)



P+0700387621+2685+02+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions, and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of CLARK:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF

NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 3 of 18 Pages)



P+0700387621+2685+03+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

which currently has the address of 333 REDONDO STREET,

HENDERSON, NEVADA  
[City]

[Street]

89014  
[Zip Code]

("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions also shall be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower also shall pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

# NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Glanna

2/06 (Page 4 of 18 Pages)



P+0700387621+2685+04+18+NVCN2NDT



Loan No: 700387621

Data ID: 662

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payment is insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payment at the time such payment is accepted. If each Periodic Payment is applied as of its scheduled due date, Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim that Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and, finally, to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment that includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date or change the amount of the Periodic Payments.

#### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Glanna

2/06 (Page 5 of 18 Pages)



P+0700387621+2685+05+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

3. Funds for Escrow Items. Unless waived in writing by Lender or prohibited by Applicable Law, Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items that may attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; and (c) premiums for any and all insurance required by Lender under Section 5. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees, and assessments shall be an Escrow Item. Borrower promptly shall furnish to Lender all notices of amounts to be paid under this Section 3. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds and in such amounts that are then required under this Section 3.

Lender at any time may collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA and (b) not to exceed the maximum amount a lender may require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

#### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Glanna

2/06 (Page 6 of 18 Pages)



P+0700387621+2685+06+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

**4. Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust, or other security agreement with a lien that has priority over this Security Instrument, including without limitation Borrower's covenants to make payments when due.

Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property that may attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien not approved by Lender that has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings that in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien that may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

To the extent permitted by Applicable Law, Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with the Loan.

**5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including without limitation earthquakes and floods for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences may change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. To the extent permitted by Applicable Law, Lender may require Borrower to pay in connection with this Loan either: (a) a one-time charge for flood zone determination, certification, and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur that reasonably might affect such determination or certification. To the extent permitted by Applicable Law, Borrower also shall be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

#### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Glanna

2/06 (Page 7 of 18 Pages)



P+0700387621+2685+07+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property against any risk, hazard, or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower promptly shall give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and, in the manner required by Section 14, Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect the Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

# NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Glanna

2/06 (Page 8 of 18 Pages)



P+0700387621+2685+08+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

If Borrower abandons the Property, Lender may file, negotiate, and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, Lender may negotiate and settle the claim. The 30-day period shall begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist that are beyond Borrower's control.

7. **Preservation, Maintenance, and Protection of the Property; Inspections.** Borrower shall not destroy, damage, or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower promptly shall repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to or the taking of the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include without limitation representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

#### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Gianna

2/06 (Page 9 of 18 Pages)



P+0700387621+2685+09+18+NVCN2NDT



Loan No: 700387621

Data ID: 662

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.** If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that significantly might affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien that may attain priority over this Security Instrument, or to enforce laws or regulations), or (c) Borrower has abandoned the Property, Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including without limitation protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions may include without limitation: (a) paying any sums secured by a lien that has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect Lender's interest in the Property and/or rights under this Security Instrument, including without limitation Lender's secured position in a bankruptcy proceeding. Securing the Property includes without limitation entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. Borrower and Lender agree that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable with such interest upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

**10. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds hereby are assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

**NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)**

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 10 of 18 Pages)



P+0700387621+2685+10+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or, if after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if, any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower may cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property hereby are assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

# NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Gianna

2/06 (Page 11 of 18 Pages)



P+0700387621+2685+11+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy, including without limitation Lender's acceptance of payments from third persons, entities, or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant, and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear, or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing and is approved by Lender shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. **Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including without limitation attorneys' fees, property inspection fees, and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

**NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)**

© 2006 Middleberg, Riddle &amp; Glanna

2/08 (Page 12 of 18 Pages)



P+0700387621+2685+12+18+NVCN2NDT



Loan No: 700387621

Data ID: 662

If the Loan is subject to a law that sets maximum loan charges and that law finally is interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower that exceeded permitted limits shall be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (regardless of whether the Note provides for a prepayment charge). Borrower's acceptance of any such refund made by direct payment to Borrower shall constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. **Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail, when actually delivered to Borrower's notice address if sent by other means, or when given to Borrower by any other means required by Applicable Law. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, Borrower shall report a change of address only through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument also is required under Applicable Law, the Applicable Law requirement shall satisfy the corresponding requirement under this Security Instrument.

15. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note that may be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. **Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.

# NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Gianna

2/06 (Page 13 of 18 Pages)



P+0700387621+2685+13+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

**17. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including without limitation those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract, or escrow agreement, the intent of any of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration in accordance with Section 14. The notice shall provide a date by which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums on or before that date, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to Section 22 of this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums that then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) to the extent permitted by Applicable Law, pays all expenses incurred in enforcing this Security Instrument, including without limitation reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender reasonably may require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check, or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

**NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)**

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 14 of 18 Pages)



P+0700387621+2685+14+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

**19. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower shall be given written notice of the change that will state the name and address of the new Loan Servicer, the address to which payments should be made, and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower shall remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period that must elapse before certain action may be taken, that time period shall be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

**20. Hazardous Substances.** As used in this Section 20: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do or allow anyone else to do anything affecting the Property (a) that is in violation of any Environmental Law, (b) that creates an Environmental Condition, or (c) that, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that generally are recognized to be appropriate to normal residential uses and to maintenance of the Property (including without limitation Hazardous Substances in consumer products).

#### NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Gianna

2/06 (Page 15 of 18 Pages)



P+0700387621+2685+15+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit, or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including without limitation any spilling, leaking, discharge, release, or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use, or release of a Hazardous Substance that adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

21. **Rehabilitation Loan Agreement.** Borrower shall fulfill all of Borrower's obligations under any home rehabilitation, improvement, repair, or other loan agreement that Borrower enters into with Lender. Lender, at Lender's option, may require Borrower to execute and deliver to Lender, in a form acceptable to Lender, an assignment of any rights, claims, or defenses that Borrower may have against parties who supply labor, materials, or services in connection with any improvements made to the Property.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice further shall inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option and without further demand may invoke the power of sale, including without limitation the right to accelerate full payment of the Note, and any other remedies permitted by Applicable Law. Lender to the extent permitted by Applicable Law shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including without limitation reasonable attorneys' fees and costs of title evidence.

**NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)**

© 2006 Middleborg, Riddle & Gianna

2/06 (Page 16 of 18 Pages)



P+0700387621+2685+16+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and Lender shall cause such notice to be recorded in each county in which any part of the Property is located. Lender shall mail copies of the notice as prescribed by Applicable Law to Borrower and to the persons prescribed by Applicable Law. Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. After the time required by Applicable Law, Trustee without demand on Borrower shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including without limitation reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted by Applicable Law.

24. Substitute Trustee. Lender at its option, may from time to time remove Trustee and appoint a successor Trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor Trustee shall succeed to all the title, power, and duties conferred upon Trustee herein and by Applicable Law.

25. Assumption Fee. If there is an assumption of the Loan, Lender may charge an assumption fee of U.S. \$ 500.00.

# NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle &amp; Gianna

2/06 (Page 17 of 18 Pages)




P+0700387621+2685+17+18+NVCN2NDT

Loan No: 700387621

Data ID: 662

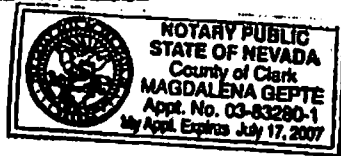
BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.


  
.....(Seal)  
DONALD W. EZELL -Borrower

\_\_\_\_\_(Space Below This Line For Acknowledgment)\_\_\_\_\_  
State of NEVADA §  
County of CLARK §

This instrument was acknowledged before me on the 16<sup>th</sup> day of August, 2006, by

DONALD W. EZELL



  
\_\_\_\_\_  
Magdalena Gepte  
(Printed Name)

My commission expires: 7/17/07

NEVADA SECURITY INSTRUMENT (Second Lien-Non-Assumable)

© 2006 Middleberg, Riddle & Glanna

2/06 (Page 18 of 18 Pages)



P+0700387621+2685+18+18+NVCN2NDT

Loan No: 700387621  
Borrower: DONALD W. EZELL

Data ID: 662

### LEGAL DESCRIPTION

Provide legal description here. Attach to the document to be recorded and file as one instrument.

If legal description is in Metes and Bounds then Preparer's Name and Address must be provided.

(Page 1 of 1 Pages)



P+0700387621+2685+01+01+LEGLDESC

**EXHIBIT "A"**

The land referred to in this Commitment is situated in the County of Clark, State of Nevada and is described as follows:


**LOT TWENTY-ONE (21) IN BLOCK TEN (10) OF PARK BRISAS UNIT NO. 1, AS SHOWN BY MAP THEREOF ON FILE IN BOOK 31 OF PLATS, PAGE 62, IN THE OFFICE OF THE COUNTY RECORDER OF CLARK COUNTY, NEVADA.**



Assessor's Parcel Number: 178-09-210-021

Party requesting recording and return:  
SMI-CREDIT SUISSE FINANCIAL  
ATTENTION: MAILSTOP - TD 127  
9700 BISSONNET, SUITE 1500  
HOUSTON, TX 77036

Mail Tax Statements To:  
CREDIT SUISSE FINANCIAL CORPORATION  
302 CARNEGIE CENTER  
PRINCETON, NEW JERSEY 08540

FINANCIAL TITLE COMPANY  
hereby certifies this is a true  
and correct copy of the original  
  
Authorized Signature

\_\_\_\_\_  
[Space Above This Line For Recording Data]  
Loan No: 700387618  
Borrower: DONALD W. EZELL

\_\_\_\_\_  
Data ID: 747

## DEED OF TRUST

MIN: 100251207003876187

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated August 14, 2006, together with all Riders to this document.

(B) "Borrower" is DONALD W. EZELL, A MARRIED MAN, AS HIS SOLE AND SEPARATE PROPERTY. Borrower is the trustor under this Security Instrument.

(C) "Lender" is CREDIT SUISSE FINANCIAL CORPORATION. Lender is A CORPORATION organized and existing under the laws of the State of DELAWARE. Lender's address is 302 CARNEGIE CENTER, PRINCETON, NEW JERSEY 08540.

(D) "Trustee" is FINANCIAL TITLE COMPANY.

NEVADA - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3029 1/01 (Page 1 of 16 Pages)



P+0700387618+2728+01+16+NVCNVD

Loan No. 700387621  
Borrower: DONALD W. EZELL

Data ID: 662

### ALLONGE TO NOTE

For purposes of further endorsement of the following described Note, the allonge is affixed and becomes a permanent part of the Note.

Note Date: August 14, 2006  
Loan Amount: 51,360.00  
Borrower: DONALD W. EZELL  
Property Address: 333 REDONDO STREET, HENDERSON, NEVADA 89014

---

PAY TO THE ORDER OF

---

WITHOUT RECOURSE

By:   
Lydian Data Services  
Its: Attorney-in-Fact for Credit Suisse Financial Corporation

Jennifer De Jesus  
Servicing Manager  
Attorney-in-fact for  
Credit Suisse Financial Corp.



P+0700387621+2685+01+01+STDALNGN

Loan No: 700387621  
 Borrower: DONALD W. EZELL

Data ID: 662

## BALLOON NOTE

(Fixed Rate - Second Lien)

MIN: 100251207003876211

August 14, 2006

HENDERSON

NEVADA

[City]

[State]

333 REDONDO STREET  
 HENDERSON, NEVADA 89014

[Property Address]

THIS LOAN IS PAYABLE IN FULL AT MATURITY. I MUST REPAY THE ENTIRE PRINCIPAL BALANCE OF THE LOAN AND UNPAID INTEREST THEN DUE. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. I WILL, THEREFORE, BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS THAT I MAY OWN, OR I WILL HAVE TO FIND A LENDER, WHICH MAY BE THE LENDER I HAVE THIS LOAN WITH, WILLING TO LEND ME THE MONEY. IF I REFINANCE THIS LOAN AT MATURITY, I MAY HAVE TO PAY SOME OR ALL OF THE CLOSING COSTS NORMALLY ASSOCIATED WITH A NEW LOAN EVEN IF I OBTAIN REFINANCING FROM THE SAME LENDER.

### 1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 51,360.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is CREDIT SUISSE FINANCIAL CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

### 2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 10.250%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

### 3. PAYMENTS

#### (A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the first day of each month beginning on October 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on September 1, 2021, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 302 CARNEGIE CENTER, PRINCETON, NEW JERSEY 08540 or at a different place if required by the Note Holder.

#### (B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 460.24.

NEVADA BALLOON NOTE (Fixed Rate - Second Lien)  
 © 2006 Middleberg, Riddle & Gianna

2/06

(Page 1 of 4 Pages)



P+0700387621+2685+01+04+MULT2NT

INITIALS: DE

Loan No: 700387621

Data ID: 662

**4. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. If this Note is not in default, the Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

**5. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**6. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charge for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay any overdue amount by the date stated in the notice described in (C) below, I will be in default.

**(C) Notice of Default**

If I do not pay the full amount of each monthly payment on the date it is due, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, I will be in default. That date must be at least 10 days after the date on which the notice is mailed to me or delivered by other means. If I am in default, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on that amount.

NEVADA BALLOON NOTE (Fixed Rate - Second Lien)  
© 2006 Middleberg, Riddle & Gianna

2/06 (Page 2 of 4 Pages)



P+0700387621+2685+02+04+MULT2NT

INITIALS:

Loan No: 700387621

Data ID: 662

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

**7. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**8. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**9. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

NEVADA BALLOON NOTE (Fixed Rate - Second Lien)

© 2006 Middleberg, Riddle &amp; Gianna

2/06

(Page 3 of 4 Pages)



P+0700387621+2685+03+04+MULTI2NT

INITIALS: QR

Loan No: 700387621

Data ID: 662

**10. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

  
.....(Seal)  
DONALD W. EZELL —Borrower

*[Sign Original Only]*

NEVADA BALLOON NOTE (Fixed Rate - Second Lien)  
© 2006 Middleberg, Riddle & Gianna

2/06

(Page 4 of 4 Pages)



P+0700387621+2685+04+04+MULTI2NT

Loan No. 700387618  
Borrower: DONALD W. EZELL

Data ID: 747

**ALLONGE TO NOTE**

For purposes of further endorsement of the following described Note, the allonge is affixed and becomes a permanent part of the Note.

Note Date: August 14, 2006  
Loan Amount: 362,640.00  
Borrower: DONALD W. EZELL  
Property Address: 333 REDONDO STREET, HENDERSON, NEVADA 89014

---

PAY TO THE ORDER OF

---

WITHOUT RECOURSE

By: Jennifer De Jesus  
Lydian Data Services  
Its: Attorney-in-Fact for Credit Suisse Financial Corporation

Jennifer De Jesus  
Servicing Manager  
Attorney-in-fact for  
Credit Suisse Financial Corp.



P+0700387618+2726+01+01+STDALNGN

Loan No: 700387618  
Borrower: DONALD W. EZELL

Data ID: 747

**ADJUSTABLE RATE NOTE** MIN: 100251207003876187  
(LIBOR Six-Month Index (As Published In The Wall Street Journal)—Rate Caps)  
(Interest Only / ARM)

**THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE  
AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE  
CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.**

August 14, 2006  
[Date]

HENDERSON  
[City]  
333 REDONDO STREET  
HENDERSON, NEVADA 89014  
[Property Address]

NEVADA  
[State]

**1. BORROWER'S PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 362,640.00 (this amount is called "Principal"), plus interest, to the order of Lender. Lender is CREDIT SUISSE FINANCIAL CORPORATION. I will make all payments under this Note in the form of cash, check or money order.

I understand that Lender may transfer this Note. Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

**2. INTEREST**

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.250 %. The interest rate I will pay may change in accordance with Section 4 of this Note.

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

**3. PAYMENTS**

**(A) Time and Place of Payments**

I will pay interest only by making payments every month for the first 120 payments (the "Interest-Only Period") in the amount sufficient to pay the interest as it accrues. Every month thereafter I will pay principal and interest by making payments in an amount sufficient to fully amortize the outstanding principal balance of the Note at the end of the Interest-Only Period over the remaining term of the Note. The principal and interest payment I pay may change as the interest rate I pay changes pursuant to Section 4 of this Note.

I will make monthly payments on the first day of each month beginning October 1, 2006. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before principal. If, on September 1, 2036, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my payments at 302 CARNEGIE CENTER, PRINCETON, NEW JERSEY 08540, or at a different place if required by the Note Holder.

**(B) Amount of My Initial Monthly Payments**

Each of my initial interest-only monthly payments will be in the amount of U.S. \$ 2,190.95. This amount may change.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR Six-Month Index (As Published In The Wall Street Journal)

© 2006 Middleberg, Riddle & Glanna

Form MRG 7/03

(Page 1 of 5 Pages)



P+0700387618+2726+01+05+IOARMNT

INITIALS: De



Loan No: 700387618

Data ID: 747

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES****(A) Change Dates**

The interest rate I will pay may change on the first day of September, 2011, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent Index figure available as of the date 45 days before each Change Date is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE percentage points (5.000 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

Except as provided in Section 3(A) above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 13.2500 % or less than 5.0000 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO percentage points (2.00 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 13.2500 %.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

Before the effective date of any change in my interest rate and/or monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

INITIALS: 

Loan No: 700387618

Data ID: 747

**5. BORROWER'S RIGHT TO PREPAY**

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date of my monthly payment unless the Note Holder agrees in writing to those changes. If the partial Prepayment is made during the period when my monthly payments consist only of interest, the amount of the monthly payment will decrease for the remainder of the term when my payments consist only of interest. If the partial Prepayment is made during the period when my payments consist of principal and interest, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

**6. LOAN CHARGES**

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

**7. BORROWER'S FAILURE TO PAY AS REQUIRED****(A) Late Charges for Overdue Payments**

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of my overdue payment of interest, during the period when my payment is interest only, and of principal and interest thereafter. I will pay this late charge promptly but only once on each late payment.

**(B) Default**

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

**(C) Notice of Default**

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

**(D) No Waiver By Note Holder**

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

**(E) Payment of Note Holder's Costs and Expenses**

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR Six-Month Index (As Published in The Wall Street Journal)

© 2006 Middleberg, Riddle &amp; Gianna

Form MRG 7/03

(Page 3 of 5 Pages)



P+0700387618+2726+03+05+10ARMNT

INITIALS: SA

Loan No: 700387618

Data ID: 747

**8. GIVING OF NOTICES**

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

**9. OBLIGATIONS OF PERSONS UNDER THIS NOTE**

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

**10. WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

**11. UNIFORM SECURED NOTE**

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

MULTISTATE ADJUSTABLE RATE NOTE - LIBOR Six-Month Index (As Published in The Wall Street Journal)

© 2006 Middleberg, Riddle &amp; Gianna

Form MRG 7/03

(Page 4 of 5 Pages)



P+0700387618+2726+04+05+ICARMNT

INITIALS: DE

B6A (Official Form 6A) (12/07)

In re DONALD WAYNE EZELL

Case No. \_\_\_\_\_

Debtor

**SCHEDULE A - REAL PROPERTY**

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a cotenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

**Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.**

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim." If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

| Description and Location of Property            | Nature of Debtor's Interest in Property | Husband, Wife, Joint, or Community | Current Value of Debtor's Interest in Property, without Deducting any Secured Claim or Exemption | Amount of Secured Claim |
|---|---|------------------------------------|--|-------------------------|
| 333 REDONDO ST, HENDERSON NV                    |   | -                                  | 225,000.00   | 413,401.00              |
| 1575 W. WARM SPRING #16B<br>LAS VEGAS, NV 89123 |   | -                                  | 35,000.00  | 136,790.00              |

Sub-Total > **260,000.00** (Total of this page)Total > **260,000.00**

(Report also on Summary of Schedules)

0 continuation sheets attached to the Schedule of Real Property

EXHIBIT

A



## \*\* SECTION 362 INFORMATION SHEET \*\*

Donald Ezell  
DEBTOR(S)

Chapter 13  
Case No.: 09-23793-MKN

U.S. Bank National Association, as trustee, on behalf of the holders of the Home Equity Mortgage Trust Series 2006-6 Home Equity Mortgage Pass-Through Certificates, Series 2006-6

MOVANT

PROPERTY INVOLVED IN THIS MOTION: 333 Redondo St., Henderson NV 89014

NOTICE SERVED ON: Debtor(s) \_\_\_\_x\_\_\_\_; Debtor (s) Counsel \_\_\_\_x\_\_\_\_; Trustee \_\_\_\_x\_\_\_\_

DATE OF SERVICE: \_\_\_\_\_

MOVING PARTY'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1<sup>st</sup> \_ Select Portfolio Servicing (PB \$362.639.00)

2<sup>nd</sup> \_ U.S. Bank National Association, as trustee,  
on behalf of the holders of the Home Equity  
Mortgage Trust Series 2006-6 Home Equity  
Mortgage Pass-Through Certificates, Series  
2006-6 (PB \$50,762.51)

Total Encumbrances: \$413,401.51

APPRAISAL or OPINION as to VALUE:  
"Per attached Schedule "A" \$225,000.00

TERMS OF MOVANT'S CONTRACT  
WITH THE DEBTOR

Amount of Note: \$51,360.00

Interest Rate: 10.25

Duration: 30 Year

Payment Per Month: \$ 460.24

Date of Default: November 1, 2008

Amount of Arrearages: \$5,592.23

SPECIAL CIRCUMSTANCES: I, Gregory L.  
Wilde, hereby certify that an attempt has been made to  
confer with debtor(s) counsel, or with debtor(s) and  
that more than two (2) business days have expired, and  
that after sincere effort to do so, counsel has been  
unable to resolve this matter without court action.

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: /S/GREGORY L. WILDE

DEBTOR'S CONTENTIONS:

The EXTENT and PRIORITY of LIENS:

1<sup>st</sup> \_\_\_\_\_

2<sup>nd</sup> \_\_\_\_\_

Total Encumbrances: \$ \_\_\_\_\_

APPRAISAL or OPINION as to VALUE:

OFFER OF "ADEQUATE  
PROTECTION" FOR MOVANT:

SPECIAL CIRCUMSTANCES:

SUBMITTED BY: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_